



INVERNESS COMMUNITY REDEVELOPMENT AGENCY

AGENDA

AGENDA FOR A REGULAR MEETING OF THE INVERNESS COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF INVERNESS, FLORIDA TO BE HELD AT THE VALERIE THEATRE COURTHOUSE SQUARE, INVERNESS AT **5:00 PM** ON THURSDAY, NOVEMBER 3, 2016.

1. Pledge of Allegiance
2. Roll Call
3. General Public Comments
4. Old Business:
 - a. Approve minutes from the October 5th, 2016 ICRA regular meeting.
5. New Business:
 - a. Memorandum 2017 Appropriations Carry Forward Resolution
 - b. Resolution 2016-3
 - c. Memorandum 2017 Project Budget Amendments Resolution
 - d. Resolution 2016-4
 - e. 2016-ICRA-01 – ICRA Grant
RR Sharp Properties, LLC
211 N. Pine Avenue
 - f. Projects Update
6. Adjournment

NOTICE TO PUBLIC

Any person who decides to appeal any decision of the governing body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide a verbatim record of the proceedings, which includes the testimony and evidence upon which the appeal is to be based. (Section 286.010 FS). Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notification of 7 days prior to the scheduled meeting. Pre-arrangements may be initiated by dialing (352)726-3401 weekdays from 8 A.M. to 5 P.M.

October 6, 2016
5:00 PM

The Inverness Community Redevelopment Agency (ICRA) Committee held a regular meeting on the above date and time in the Council Chambers

Present: Tom Slaymaker
Cindy Devries
David Arthurs
Jesse Brashear
Kemper Willcut

Absent: Diana Fender
Charles Davis

Please note that the ICRA Committee did not meet on the following dates for their regular meetings:

Thursday, September 1st, 2016.

Also present were the City Manager Mr. Frank DiGiovanni, Assistant City Manager Mr. Eric Williams, Finance Director Ms. Cheryl Chiodo, Assistant Finance Director Ms. Paula Carnevale, Community Development Director Mr. Bruce Day and Recording Secretary Ms. Debra Schramm.

Community Development Director Mr. Bruce Day addressed the board with resignations of two board members Mr. Charles Wade and Mr. Tim Nash; they both had resigned due to personal reasons. The Board thanked them for their time serving on the ICRA board and wished them both the best; the Board had asked the City to send letters out to Mr. Wade and Mr. Nash to thank them for their service on behalf of the board.

Mr. Bruce Day also welcomed ICRA's newest members to the board Mr. Jesse Brashear of Brashear's Pharmacy and Mr. Kemper Willcut of Pine Street Pub, the board welcomed both new members.

Old Business:

Mr. David Arthurs approved the minutes from the August 4th, 2016 regular ICRA meeting. Seconded by Ms. Cindy Devries. All in favor 5-0. Motion Passed.

New Business:

The City Manager Mr. Frank DiGiovanni addressed the board about bond counsel services and a tax exempt debt reimbursement resolution. The City of Inverness with the knowledge of the City Council members are moving forward to secure funding so that the City can embark with the development of the Capital Action Plan. The beginning plan and stages of the Capital Action Plan involve the Depot District, Relocation of the former Godowski house with the creation of

the Visitor's Center, the transformation of two parks Wallace Brooks Park and Liberty Park to help increase tourism and to increase the vibrant downtown of the historic district to an expanded version of the downtown. These projects are very important to every step that the City takes in building the CRA area into a much more productive, producing environment than what it is today.

The City was recommended by their Financial Advisor Larson Consulting Services, LLC to hire Akerman LLP as the City's Bond Counsel. The Bond Counsel costs are proposed as a fee inclusive of \$30,000 payable in full at the time of delivery of the bonds. The firm's support in the bond validation process will be invoiced separately and estimated at 5,000 should the issuance of the bonds not close by December 31, 2016. Akerman LLP request the right to bill the portion of the bond validation fees accrued to the end of December at that time. The proposed fees will be a cost to ICRA and fully supported by the ICRA operating and projects budgets. The City Attorney Mr. Haag has reviewed the contract and his recommendations were incorporated into the agreement.

Mr. Kemper Willcut asked the City Manager, Mr. DiGiovanni if the City had worked with Akerman, LLP prior to this bond issue.

Mr. DiGiovanni responded by stating that The City has not worked with this particular advisor before, but the Advisor is very well referenced and highly credentialed. The City does not have a lot of experience with bond issues as when money was borrowed for City Hall, the City paid off the building in 6 years, and the City is currently debt free.

Mr. David Arthurs made a motion to approve the letter of engagement for bond counsel services with Akerman LLP and authorize the Chairman, Mr. Tom Slaymaker to execute the agreement. Ms. Cindy DeVries seconded the motion. All in favor. 5-0. Motion Passed.

Mr. Frank DiGiovanni continued to address the board to accept the Debt Reimbursement Resolution.

Community Development Director Mr. Bruce Day read to the Board by title only of the Resolution CRA-2016-002. A resolution of the Inverness Community Redevelopment Agency Designating the finance team to work with the agency in connection with the issuance by the agency of its not to exceed \$16.5 million tax increment bonds, to finance various community redevelopment within the Community Redevelopment area authorizing the Chair or Vice Chair of the agency to execute the engagement letters; Authorizing the Chair of the Vice Chair of the agency or the city manager of the City of Inverness to retain other professional firms as needed; expressing the intent for purposes of compliance with United States Treasury Regulation section 1.150-(2)(e) To reimburse with the proceeds of such bonds certain expenditures made with respect to such financing; and providing an effective date.

Mr. David Arthurs made a motion to adopt the resolution by roll call vote. Seconded by Mr. Kemper Willcut.

Mr. Kemper Willcut: Yes.

Ms. Cindy Devries: Yes.

Mr. Tom Slaymaker: Yes

Mr. David Arthurs: Yes

Mr. Jesse Brashear: Yes.

All in favor. 5-0. Motion passes.

Community Development Director, Mr. Bruce Day updated the board on current projects within the City and also the ongoing the TIF with the lack of payment with the current status.

Meeting adjourned at 5:33 PM.

Mr. Tom Slaymaker, Chairman

Debra Schramm, Recording Secretary

FINANCE DEPARTMENT



212 W. Main Street
Inverness, FL 34450
(352) 726-5016 Phone
(352) 726-5534 Fax

Memorandum

To: Bruce Day, Community Development Director

From: Sheri Chiodo, Director of Finance

CC: Frank DiGiovanni, City Manager
Debra Schramm, Development Services Staff Assistant
Paula Carnevale, Assistant Finance Director

Date: October 25, 2016

Reference: Fiscal Year 2017 Appropriations Carry-Forward – All Funds

The Community Development Services Department has completed requests for ICRA project budget carry forwards for Fiscal Year 2017. The purpose of this amendment is to appropriate funds in Fiscal Year 2017 for projects that were not started or were started but not completed by September 30, 2016. The amounts not expended are proposed to be appropriated in Fiscal Year 2017 to ensure project completion without interruption.

Economic Environment

ICRA Storefront Façade Program - This project continues the downtown redevelopment effort by promoting and partially funding storefront façade improvements within the CRA District. ICRA Storefront Façade Matching Grant Program pays up to 50% of the total cost of each project up to \$15,000. Each project application must be reviewed and approved by the ICRA Board and A/ARC Committee. \$50,313

Downtown Kiosks - Development and installation of Wayfind Directional and advertising kiosks to direct visitors and guests to downtown city and mercantile locations. \$40,000

White Lake Industrial Plan - This project relates to the redevelopment of the industrial area around White Lake. These professional services relate to planning, urban design, landscape architecture, entitlement management, infrastructure development, market assessment, and professional representation. \$25,000

Medical Arts District Plan – This project relates to the identification of boundaries associated with a special area plan to be known as the "Medical Arts District". These professional services relate to campus planning, urban design, landscape architecture, entitlement management, infrastructure development, and professional representation. \$17,500

Dampier Building Refurbish/Demolition – CUB - Rehabilitate 2 dwellings in the CBD on Dampier Street next to the multi-unit low income structure. One was recently purchased while the other has been used for storage by the Supervisor of Elections. \$9,492

Visitor's Center – Relocation of IEVB to new Visitor Center Location as part of Depot District and Wallace Brooks Park Marina. Location: Dampier Street and MLK Avenue. \$31,000

CDBG Phase IV Streetscape - Improve deficiencies on MLK between Hwy 41/44 and Old East Main. Improve Dampier Street between Apopka Avenue and Seminole Avenue. Storm Water Management, Canopy Street Trees, Theme Lighting, sidewalks, cycle friendly, curbs and gutter are elements that will be accomplished. \$85,745

Street Pole Banners - Two phases - one for Courthouse and one for Main Street. 40 Double-sided banners on light poles for Cooter, Grand Prix, Patriotic Festival of the Arts, Taste of Inverness, #SmallTownDoneRight, Inverness After Dark. \$10,000

Downtown Amenities Replacement – An annual program to replace downtown amenities as necessary to improve the function of the downtown streetscape. Amenities would include but not be limited to benches, trash receptacles, tree grates, fencing, banners and other misc. street furniture. \$85,000

Recommended Action –

It is recommended that the Inverness Community Redevelopment Agency proceed to carry-forward allocated and unused funds to the current fiscal program to complete the stated projects.

1. Motion and Vote to read the Resolution by title only
 - a. City Clerk reads the Resolution title
2. Deliberate the matter to recognize the carry-forward projects and amounts, and to amend the 2017 Budget expenditure as indicated
3. Motion and vote to adopt the Resolution by roll-call

RESOLUTION ICRA 2016- 3

A RESOLUTION OF THE INVERNESS COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, AMENDING ICRA CAPITAL PROJECTS FUND, REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Inverness Community Redevelopment Agency of the City of Inverness desires to amend the Fiscal Year 2016-2017 budget to provide for recognition of Fiscal Year 2016 carry forward reserves for projects appropriated in the Capital Projects;; and

WHEREAS, the Inverness Community Redevelopment Agency desires to appropriate the reserves for authorized project expenses appropriated in Fiscal Year 2016 and not expended; and

WHEREAS, the City Council of the City of Inverness held a public hearing on October 4, 2016; as required by Florida Statute 200.065; and

WHEREAS, Resolution Number 2016-20, Section 5, authorizes amendments to the final adopted budget by resolution approved by the City Council of the City of Inverness, Florida; and

WHEREAS, the Inverness Community Redevelopment Agency is authorized to ratify the budget amendments made by the City Council of the City of Inverness, Florida; and

NOW, THEREFORE, BE IT ENACTED BY THE INVERNESS COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF INVERNESS AS FOLLOWS:

Section 1. That revenue accounts in the Capital Projects Fund shall be amended as follows:

Revenues	Original Budget	Revised Budget	Adjustment
General Fund Reserves	\$ -0-	\$ 85,745	\$ 85,745
ICRA Beginning Reserves	\$ -0-	\$ 268,305	<u>\$268,305</u>
			\$354,050

Section 2. That expenditure accounts in the Capital Projects Fund shall be amended as follows:

Expenditures	Original Budget	Revised Budget	Adjustment
ICRA - Economic Environment	\$ 5,323,200	\$5,677,250	\$ 354,050

Section 9. That this resolution shall be retro-active to the 18th day of October, 2016.

PASSED AND ADOPTED this __ day of _____, 2016.

CITY OF INVERNESS

By: _____
Tom Slaymaker
Chairman

ATTEST:

Debra Schramm
Community Development Staff Assistant

FINANCE DEPARTMENT



212 W. Main Street
Inverness, FL 34450
(352) 726-5016 Phone
(352) 726-5534 Fax

Memorandum

To: Bruce Day, Community Development Director

From: Sheri Chiodo, Director of Finance

CC: Frank DiGiovanni, City Manager
Debra Schramm, Development Services Staff Assistant
Paula Carnevale, Assistant Finance Director

Date: October 25, 2016

Reference: Fiscal Year 2017 Recommendation to City Council to Amend the 2017 CRA Project Budget Amendments

Project estimates have been updated for the Downtown Streetscape Project and the Infantry Memorial. The Downtown Streetscape Project was originally appropriated in the FY 2017 budget at an amount of \$315,191; the project estimate has increased by \$175,029 to \$490,220. The Infantry Memorial Project was originally appropriated in the FY 2017 budget at an amount of \$469,504; the project estimate has increased by \$30,496 to \$500,000.

The two projects are projected to be fully funded by bond proceeds. Staff requests of the ICRA Board to recommend City Council amend the FY 2017 budget for the CRA which action should be taken by resolution as attached.

Recommended Action –

It is recommended that the Inverness Community Redevelopment Agency proceed to carry-forward allocated and unused funds to the current fiscal program to complete the stated projects.

1. Motion and Vote to read the Resolution by title only
 - a. Clerk reads the Resolution title
2. Deliberate the matter
3. Motion and vote to adopt the Resolution by roll-call

RESOLUTION ICRA 2016- 4

A RESOLUTION OF THE INVERNESS COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, AMENDING ICRA CAPITAL PROJECTS FUND, REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Inverness Community Redevelopment Agency of the City of Inverness desires to amend the Fiscal Year 2016-2017 budget to recognize funding from debt proceeds to fund project increases as estimated ; and

WHEREAS, the Inverness Community Redevelopment Agency desires to appropriate debt proceeds for estimate cost increases for authorized capital project expenses appropriated in Fiscal Year 2017;

WHEREAS, Resolution Number 2016-20, Section 5, authorizes amendments to the final adopted budget by resolution approved by the City Council of the City of Inverness, Florida; and

WHEREAS, the Inverness Community Redevelopment Agency is authorized to recommend budget amendments to the City Council of the City Inverness;

NOW, THEREFORE, BE IT RESOLVED BY THE INVERNESS COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF INVERNESS AS FOLLOWS:

Section 1. Recommend City Council amends revenue accounts in the Capital Projects Fund as follows:

Revenues	Original Budget	Revised Budget	Adjustment
Debt Proceeds	\$3,497,659	\$3,703,184	\$ 205,525

Section 2. Recommend City Council amends expenditure accounts in the Capital Projects Fund as follows:

Expenditures	Original Budget	Revised Budget	Adjustment
Downtown Streetscape	\$ 315,191	\$490,220	\$ 175,029
Infantry Memorial Project	\$469,504	\$500,000	\$ 30,496

Section 9. That this resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this __ day of _____, 2016.

CITY OF INVERNESS

By: _____
Tom Slaymaker
Chairman

ATTEST:

Debra Schramm
Community Development Staff Assistant

MEMORANDUM

TO: Inverness Community Redevelopment Agency

FROM: Bruce Day, Community Development Department

DATE: November 3, 2016

RE: Case#: 2016-ICRA-01

Address:	211 N. Pine Ave.
Building Owner:	Robert R. Sharp
Use:	Unknown Future Use
Subject:	Exterior Building Improvements

Application: An application has been received in the Community Development Department for a change to the outside of the building located at 211 N. Pine. The owner of the building is looking to upgrade the look of, and to provide significant improvement to the outside of the building.

Historical: Through review of building permit data, the building is thought to be constructed in the 1970's and is not included in the 1993 Architectural Survey and not historical in nature. This building is however located in the CBD/ Historic portion of the Community Redevelopment Area. Therefore, the design content of the proposed changes will also be brought to the Aesthetic and Architectural Review Committee (AARC) for review and approval.

Site: 211 N Pine Ave. is located on the west side of the road between Dampier St. and Zephyr St. Because of the building's proximity downtown Inverness, this building remodel is seen as potentially extending the central business district. The property is across the street from a public parking lot on an otherwise underdeveloped block.

Building Status: The painted block building has a total of 5,010 square feet of total area under roof. The building had a former life as a bakery so there is mix of office space and warehouse space. The building has 3 garage doors for loading trucks with baked goods. However, the building has been generally unoccupied for a number of years. Overall the building appears neglected, with little maintenance or upkeep for a number of years. Soon after the 2016 purchase of the property, the applicant Mr. Sharp, installed a new roof and air conditioner units as necessary upgrades.

Along with the proposed exterior improvements, the new owners are looking to make interior improvements as well to both the office area as well as the warehouse area – neither of which are a part of their application for this ICRA Grant consideration. Any work previously completed or commenced to any part of the building prior to this application is not part of this application. Future uses residing in the building are unknown.

AARC Involvement: As stated previously the property is located in the historic central business district. Therefore, the AARC will consider approval of the design elements of the building remodel.

Proposed Project: The proposed project for this application provides for a number of improvements to be completed to the exterior of the building and grounds.

PLAN:

- To make major improvements to exterior and interior of this location.
- To see that improvements enhance the property site and preserve the Inverness Community Redevelopment area.
- To see this 5,000 square foot building, which is in “very poor” condition And in need of major upgrades/improvements are completed and ready to attract a tenant that will “add value” to this special part of Inverness.

REHABILITATION WORK

- Stucco exterior of building*
- New gutters*
- Close three loading bay doors*
- Signage will be required depending on tenant
- Landscaping*
- Depending on tenant will determine parking lot requirements*
- Replace all 21 windows*

WORK COMPLETED

- New roof installed
- New air conditioning units installed
- Clearing of property – trees on each side of property hanging over building trimmed or removed

NEXT STEPS

- Clean out trash, ceiling tiles on floor, etc.
- Major lighting fixtures to be installed
- Plumbing required
- Interior painting of building
- New carpet in executive area
- New flooring in administrative area
- Clean existing tile flooring to bring it back to original condition

* *Note* - Indicates eligible façade improvements

Project Cost: The owners of the building are making improvements to all of the sides of the outside of this building. The Façade Grant Program identifies that Eligible Expenses are for those attributes that are visible from the public right of way. Therefore, only those qualifying areas of this building under the Façade Grant conditions have been presented here along with the associated cost of that portion of the project.

The schedule below provides a summary of the project items along with the projected cost for each.

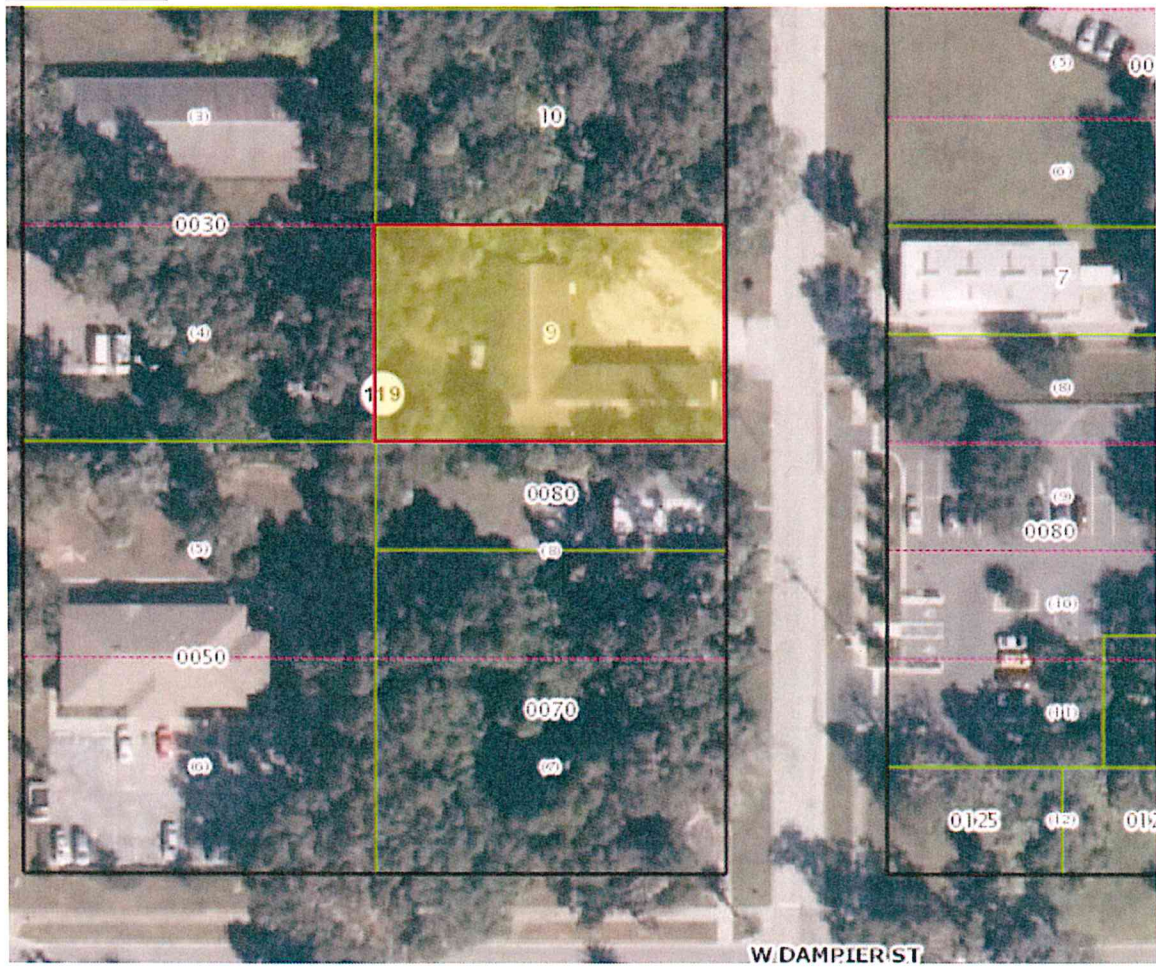
Robert R. Sharp ~ 211 North Pine Avenue	
ICRA Façade Grant Funds Request Summary	
<u>Project item</u>	<u>Estimated Cost</u>
Remove and Close-in 2 Garage doors	\$6,300
Remove and Replace All Windows	\$7,960
Skip Trail Stucco the Exterior of the Building	\$6,714
Clean and Paint the Exterior of the Building	\$6,000
Contractor Fee 7.5%	\$2023
TOTAL Cost of Eligible Expenditures	\$28,997
Façade Grant Request	\$7,500



Review: The building is located on a block of Pine Avenue that has not seen much activity in the past few years. Increased economic activity at this location will serve to extend the activity center of the central business district. Any new activity is expected to increase the viability of nearby properties. The building is not very visible to roads with greater traffic such as Dampier Street but good signage and word-of-mouth can increase business potential. The building is in need of improvement due to the poor visible condition of the building. The projected work will eliminate the blighted impression of the building and shall bring a clean and more modern look to it and the area.

Recommendation: It is recommended by Staff that the application for the building improvements be approved.

Location 211 N. Pine Ave



Building





INVERNESS COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FAÇADE PROGRAM APPLICATION

The Inverness Community Redevelopment Agency sponsors a Commercial Façade Program to benefit property owners in the CRA area. Matching grants up to \$7,500.00 are available to qualified owners. Applications must be submitted before the first Thursday of each month in order to be reviewed by the Redevelopment Agency which meets on the third Thursday and must approve all applications.

APPLICANT'S NAME: ROBERT R. SHARP

APPLICANT'S PHONE NUMBER: 813-505-0894 (Cell)

MAILING ADDRESS: 16602 JARDINERA de AVILA, TAMPA, FL 33613

PROPERTY OWNER'S NAME: RR SHARP PROPERTIES LLC

PROPERTY OWNER'S PHONE NUMBER: Cell 813-505-0894 OR
Cell KAREN FELDMAN 852-440-1236

MAILING ADDRESS: 12225 S. PLEASANT GROVE, FLORAL CITY, FL 34434

PROPERTY ADDRESS: 211 N. PINE ST, INVERNESS, FL 34450

BUSINESS NAME: R. R. SHARP PROPERTIES LLC

DISCRIPTION OF PLANNED IMPROVEMENTS: CURRENTLY THERE IS A 5,000
59 FT² BUILDING IN VERY POOR CONDITION - PLAN'S ARE TO

MAKE MAJOR IMPROVEMENTS TO INTERIOR/EXTERIOR

OF BUILDING/PROPERTY: 1. NEW ROOF, GUTTERS, SIGNAGE,

A/C, STUCCO EXTERIOR, IMPROVE LANDSCAPING ETC - ALL TO
BENEFIT PROPERTY OWNERS IN THE CRA AREA!!

TOTAL PROJECT COST: IN EXCESS OF \$80,000

GRANT FUNDS REQUESTED: \$7,500

PLEASE ATTACH THE FOLLOWING:

1. Copy of Deed/Proof of Ownership
2. Copy of Business Tax License
3. Color Photographs/Slides of Current Condition
4. Site Survey (required ONLY in the case of landscaping improvements)

5. Estimates/quotes/bids for all costs associated with the project ("Sweat equity" hours will not be credited)
6. Complete, written scope of rehabilitation work
- ✓ 7. Complete, written description of the projects ability to meet the design criteria for funding outlined on page two of this application.
8. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. (The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and sub-contractors have been paid in full)
9. Proof of insurance coverage (Please ask your insurance agent to send the Accord Form)

PLEASE BE AWARE OF THE FOLLOWING PROGRAM STIPULATIONS

FUNDING:

1. All funding is subject to approval by the Inverness Community Redevelopment Agency Board, which will review applications on a monthly basis.
2. The borrower must be the property owner, as evidenced by a deed.
3. Applicants may receive up to \$7,500 on a one-to-one (public to private fund) 50% matching basis. The funds will be provided on a reimbursement basis once all work is complete. One hundred percent backup documentation is required for reimbursement.
4. All private funds must be invested, and related work elements completed, prior to the release of CRA funds. The property owner will be responsible for any and all debt incurred.
5. Transfer of ownership is allowed so long as the property buyer agrees to maintain or upgrade funded improvements for the remainder of the maintenance term (minimum of 5 years)

NOTE: Multi-family/Single family residential property will not be eligible for the program.

DESIGN CRITERIA FOR FUNDING CONSIDERATION:

1. Priority will be given to projects which preserve or restore historical and/or heritage elements of the property, site or Inverness Community Redevelopment Area.
2. Priority will be given to VISIBLE projects with major/substantial community neighborhood impact (i.e., a structural modification/change will score higher than a "paint-over").
3. Priority will be given to projects, which address the safety of employees and/or customers.
4. Priority will be given to projects, which address the correction of non-conforming signage or Architecture.
5. Priority will be given to projects, which will prevent, diminish or eliminate a blighting condition.
6. Priority will be given to projects which provide in private funds more than 50 percent of the public funds requested.
7. Priority will be given to "partner projects" which will upgrade two or more properties simultaneously, thus granting greater "impact" and visibility to the project.

NOTE: Design criteria will be scored for funding consideration. Each criterion item has attached to it a maximum score of 10 points. Applications that fail to score higher than 39 points will not be recommended for funding.

ELIGIBLE EXPENSES:

1. EXTERIOR improvements which protect the structural integrity of the building PROVIDED THEY ARE VISIBLE FROM THE PUBLIC RIGHT-OF-WAY.
2. Lighting
3. Landscape Improvements
4. Awnings
5. Signage
6. Painting
7. Parking Lots

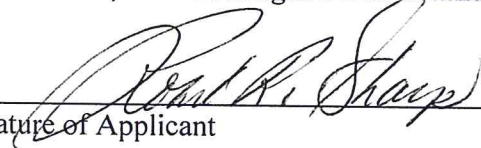
APPLICATION PROCESS:


1. Completed application packets shall be sent to the Department of Development Services, 212 W Main Street, Inverness, FL 34450.
2. Applications must be submitted before the first Thursday of each month in order to be reviewed by the Inverness Community Redevelopment Agency which meets on the third Thursday and must approve all applications.
3. Final decisions will be made by the Inverness Community Redevelopment Agency meeting on a monthly basis to review applications.

Note: No improvements are to begin prior to Inverness Community Redevelopment Agency approval. Improvements started before board approval will not be funded.

The undersigned acknowledges and agrees that a staff member of the Office of Development Services has satisfactorily reviewed the policy and provisions of the Inverness Community Redevelopment Area Commercial Façade Program.

Furthermore, the undersigned understands the criteria required for grant request approval.


Signature of Applicant


Date


Signature of Staff Member


Date

INVERNESS COMMUNITY REDEVELOPMENT AREA DESIGN CRITERIA

REVIEW FORM

On an attached sheet(s), please provide the following information in as concise a manner as possible.

THIS FORM IS TO BE COMPLETED BY A STAFF MEMBER

- | | | |
|----|---|--|
| 1. | Historical and/or heritage elements preserved or restored | <input type="checkbox"/> |
| 2. | Visible project with substantial community impact | <input checked="" type="checkbox"/> 10 |
| 3. | Safety based improvements for employees and/or customers | <input checked="" type="checkbox"/> 10 |
| 4. | Correction of non-conforming signage or Architecture | <input type="checkbox"/> |
| 5. | Eliminates, prevents or diminishes a blighting condition | <input checked="" type="checkbox"/> 10 |
| 6. | Provides 50% more private funding than the public funding being requested of the redevelopment agency | <input checked="" type="checkbox"/> 10 |
| 7. | Upgrades two or more properties simultaneously | <input type="checkbox"/> B/D
40 |

**COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT
INVERNESS COMMUNITY REDEVELOPMENT AGENCY**

THIS AGREEMENT is made this 1ST day of OCTOBER, 2004, by and between the City of Inverness Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose address is 212 W. Main Street, Inverness, Florida (the "CRA" or "Inverness CRA", and R. R. SHARP PROPERTIES LLC (ROBERT R. SHARP) whose address is 12225 S. PLEASANT GROVE ROAD, FLORIDA CITY, FL 34436 (the "Grantee").

RECITALS:

WHEREAS, the Inverness CRA has implemented a program, the primary purpose of which are to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners/tenants of commercial property within the CRA district;

WHEREAS, the purpose of the matching grant is to improve the façade of a commercial property within the district, thereby improving the aesthetics of the community, reducing blight, and thereby making citizens feel safer and motivating them to utilize businesses within the Redevelopment district;

WHEREAS, the façade improvement will thereby stimulate increased business opportunities within the district, improve property values, increased tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the CRA shall be on a dollar for dollar matching basis, matching the investment made by individual grantees, but in no event shall the grants exceed \$7,500.00;

WHEREAS, in no event shall grants be paid for expenses that are not allowable under the Commercial Façade Improvement Program;

WHEREAS, the grantee has submitted the grant application attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, on _____, 2____, the Inverness CRA awarded a grant to the Grantee in an amount not to exceed the dollar amount shown on Exhibit "B" and only for items set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference.

IN CONSIDERATION of Ten and 00/00 Dollars (\$10.00), the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Property Subject to Agreement. The real property to be benefited by this grant and that is subject to this Agreement is described on Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference.

3. Grant Awarded.

a. The Grantee is hereby awarded a grant pursuant to the CRA's Commercial Façade Improvement Program. All regulations of the CRA's Commercial Façade Improvement Program shall be adhered to by the CRA and the Grantee. The maximum amount of the grant is described in the attached Exhibit "B". Under no circumstances shall the amount of money to be granted to the Grantee exceed the amount set forth on Exhibit "B" as the "Maximum Amount of Grant as Approved". Grant funds shall only be paid by the CRA for the improvements described on Exhibit "B" as approved by the Inverness Community Redevelopment Agency.

b. The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the CRA only upon substantial completion of all work. "Substantial Completion" of all work as that term is utilized in this Agreement shall constitute issuance of a certificate of occupancy, certificate of completion, or similar instrument, issued by the City of Inverness Building Department for the façade improvement work subject to this grant.

c. To be reimbursed the Grantee shall provide to the CRA paid receipts from laborers, suppliers, material men, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, material man, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. – who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – five 20 pound bags of cement, 2 ten-foot long ¾" PVC pipes); 5) Itemized cost of work performed or material supplied (e.g.- supplied five 20 pound bags of cement for mortar for new block wall on façade of building); and 6) Statement signed by laborer, supplier, material man, contractor, or sub- contractor that the amount billed has been paid the Grantee. The paid receipts are subject to CRA review and approval for application to this grant. In no event shall in excess of 50% of the amount noted on a CRA approved paid receipt to be reimbursed to the Grantee.

d. All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Agreement.

e. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Citrus County contractors licensed pursuant to Chapter 489, Florida Statutes, or alternatively, property owners performing work pursuant to and in the manner specified by Section 489.103 (7), Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Section 489.103 (7), Florida Statutes, authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Agreement by the Inverness Community Redevelopment Agency.

f. Reimbursement shall be denied for any instance in which the terms of the Agreement have been violated.

4. Warranty of Grantee; Maintenance of Improvements.

a. Grantee agrees and warrants to the CRA that the funds reimbursed pursuant to this grant shall only be spent for purpose as approved in Exhibit "B".

b. For a minimum of three (3) years from the execution of this Agreement, the Grantee shall be responsible to maintain all renovations and improvements associated with this Agreement, which shall include but is not limited cleaning, repairing, replacing damaged components and maintaining living landscape materials where applicable due to normal wear, tear or damage. Nothing in this Agreement shall be construed to relieve the Grantee or his/her successors from complying with any and all city codes related to property maintenance either during or following the terms of this Agreement.

5. Lien Requirement

Grant Program funds shall be secured by a lien against the owner's real property. The lien shall be forgiven after three (3) years from the date the applicant receives its grant funds from the CRA so long as the Applicant complies with all provisions of the program and with the terms and conditions of this Agreement. The CRA will execute all necessary documents to acknowledge satisfaction of the lien after the three year period provided that the Applicant has complied with all provisions of the program and with all provisions of this Agreement.

6. Grantee is an Independent Contractor.

It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, Agreement, and relationship between the CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venturer, or other partner of the CRA or the City of Inverness. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Grantee or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA or the City of Inverness.

7. Record retention; Public records; Accounting; Inspection

a. Retention. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement/grant shall be retained for a period of at least three (3) years (365 days = 1 year) after final payment by the CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the CRA.

b. Public record. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the Grantee related, directly or indirectly, to this Agreement/grant or the work undertaken by the grantee for which the Grant has been awarded, shall be deemed to be a Public Record as defined by Section 119.011, Florida Statutes, whether in the possession or control of the Inverness CRA or the Grantee. Said record, document, computerized information and program, audio or video tape, drawing, photograph, or other writing of the

Grantee is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's Development Services Director. Upon receipt by the Grantee, the Grantee shall supply copies of said Public Records to the CRA. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Grantee be open and freely exhibited to the CRA for the purpose of examination and/or audit.

c. Financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the CRA or its authorized representative at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the CRA to assure compliance with this Agreement/grant. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for the Agreement/grant shall be immediately returned to the CRA. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the CRA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement/grant.

d. Inspection. Inverness CRA staff is authorized to conduct an inspection of the property at anytime during regular business hours of the property. The Inverness CRA agrees that any inspection shall be coordinated with the Property Owner or tenant and conducted in a manner so as to minimize interference with the business of the Property Owner or tenant.

8. Indemnification. The Grantee agrees to hold harmless, indemnify, and defend the CRA and the City of Inverness and their respective officers, agents, volunteers, and employees, at all times from and against any and all liability, loss, damage, expense, cause or causes of action, suits, judgments and claims whatsoever arising by reason of any damage to property or injury to, or death of, any person or persons, use of the funds provided hereunder, or otherwise, resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which CRA funds might be reimbursed pursuant to the Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to the Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity. The Grantee shall pay all claims, losses, judgments, costs, (including attorneys/paralegal fees) associated with this hold harmless/indemnification provision. Grantee acknowledges and agrees that a specific additional consideration has been received by the Grantee for this hold harmless/indemnification provision, and Grantee waives any defense in litigation under this contract that said consideration was not given. As part of the indemnification, the CRA and the City shall have their choice of legal counsel. The CRA agrees that the maximum amount of indemnification by the Grantee hereunder shall not exceed \$1,000,000.00. The Grantee agrees that this Agreement shall be a part of the project specifications or bid documents, if any.

9. Applicable Law/Notice

a. This Grant Award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall be properly placed in Citrus County, Florida.

b. All notices, demands, request, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CRA: Inverness Community Redevelopment Agency
212 W Main Street
Inverness, Florida 34450
Attn: Office of Development Services

TO THE GRANTEE: R.A. SHARP PROPERTIES LLC
ROBERT R. SHARP
12225 S. PLEASANT GROVE Florida 344__
FLORAL CITY, FL 34436

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. Severability Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect.

EXECUTED as of the date first above written.

Signed, Sealed and Delivered
in the presence of: GRANTEE:

Print Name: _____

Print Name: _____

By: _____ it's President

(CORPORATE SEAL)

CRA:

City of Inverness Redevelopment Agency, a Florida Community Redevelopment
Agency formed pursuant to Section 163.330 et seq., Florida Statutes

Print Name: _____

Print Name: _____

Tom Slaymaker
By: ~~Linda Bega~~, Chairman
Inverness Community Redevelopment Agency

STATE OF FLORIDA }
 } SS:
COUNTY OF CITRUS }

The foregoing instrument was acknowledged before me this _____ day of
_____, 2____, by _____, as _____-
President of _____ (the "Grantee"), on
behalf of the aforesaid corporation. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large
My commission expires:
Print Name: _____

EXHIBIT "A"

Description of Real Property Subject to Agreement

Name of Store/Office: _____

Street Address: 211 N. PINE ST,
Inverness, Florida 34450

R.R. SHAR PROPERTIES LLC is the fee simple owner of the real property subject to this Commercial Façade Improvement Program Grant Agreement by virtue of a _____
(warranty/quitclaim) deed recorded on 8-16-2016,
_____, in Official Records Book 2776, Page 891, Public Records of Citrus County.

NA
is the legal name of any tenant(s), utilizing the real property subject to this Commercial Façade Improvement Program Grant Agreement by virtue of a Lease dated _____, _____.

Legal Description of Real Property:

Town of Inverness PBI Page 36
Lot 9 Block 119

EXHIBIT "B"

GRANT DESCRIPTION

Maximum of Amount of Grant as Approved: \$ 7,500

Items to be Improved

Cost of Items to be Improved

Robert R. Sharp ~ 211 North Pine Avenue	
ICRA Façade Grant Funds Request Summary	
<u>Project item</u>	<u>Estimated Cost</u>
Remove and Close-in 2 Garage doors	\$6,300
Remove and Replace All Windows	\$7,960
Skip Trail Stucco the Exterior of the Building	\$6,714
Clean and Paint the Exterior of the Building	\$6,000
Contractor Fee 7.5%	\$2023
TOTAL Cost of Eligible Expenditures	\$28,997
Façade Grant Request	\$7,500